

REMARKS/ARGUMENTS

Claims 1-7, 9-15, 17, 18, 25, 31, 33, 35, 37-39 and 41-52 remain in the application for further prosecution. Claims 1, 25, 48 and 51 have been amended. Claims 8, 19-24, 32, 34, 36 and 40 have been canceled.

I. Examiner Interview

Applicant thanks Examiners Ryan Hsu and John Hotaling for the Examiner Interview conducted on August 7, 2007, with William Pegg and Jeremie Moll wherein the pending rejections were discussed. It was agreed that amendments consistent with those presented herein would overcome the stated rejections, but that further search and/or consideration would be required. In particular, the Applicants have amended the claims to make it clear that the “series of plays” is a “fixed number” of plays in the wagering game.

II. §103 Rejection

Claims 1-7, 9-15, 17, 25-31, 33, 35, 37-39, 41 and 43-52 are rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent No. 6,012,983 (“Walker”) and U.S. Patent No. 6,287,202 (“Pascal”) and further in view of U.S. Patent No. 6,857,958 (“Osawa”).

Claims 18 and 42 were rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al., Pascal et al., and Osawa as applied to claims above, and further in view of U.S. Patent No. 6,311,976 (“Duhamel”).

To clarify the invention, each of the independent claims has been amended to require that the series of plays is a “fixed number” of plays of the wagering game. The specification supports this limitation in numerous locations, such as in paragraph 29 or 74 (e.g., player purchases ten plays, or player purchasing plays in increments of ten to a maximum of 50 plays -- 10, 20, 30, 40, 50 plays). As such, a player uses a single wager to purchases a “fixed number” of plays for the series of plays, and then proceeds to play that fixed number of plays of the wagering game.

The prior art of Walker and Pascal fails to disclose the claimed invention, as discussed in the interview. Walker’s concept of “automated play” allows a player to leave the gaming terminal, yet still play the wagering game. Abstract. To use the “automated play” mode, the player is required to have the necessary finances to play the wagering game while he or she is not physically present. Thus, various pieces of information about the player, including the player’s

identity, must be known before engaging the “automated play” mode. See Col. 5, line 52 to Col. 6, line 9. In any event, when playing Walker’s “automated play” mode, the player must pay for each play (pull of the handle) of the wagering game – there is no single wager to purchase a series of plays.

Once the slot network server 4 receives the outcome data, it updates the player database 444 and the slot machine database 449 in step 600. More specifically, the slot network server 4 accesses the slot machine database 449 and updates the record pertaining to the particular slot machine 2, as identified by its machine ID number 4491. The slot network server 4 also accesses the automated session database 446 to determine the **bet per pull 4466 for the particular player.**

Col. 9, lines 30-37 (emphasis added) Accordingly, while the Applicant agrees with the Office Action that Walker teaches “implementation of automated play,” (Office Action, page 2) the Applicant respectfully disagrees that Walker’s automated play further includes a teaching of “block wagering” whereby a single wager is used to purchase a fixed number of plays. In summary, Walker does not teach a wagering game wherein the player purchases a “fixed number of plays” of the wagering with a single wager.

While Walker was relied upon in the Office Action to teach the “block wagering” concept, it should be noted that Pascal also lacks a teaching for a player purchasing a “fixed number of plays” of the wagering with a single wager. Pascal teaches a tournament in which the tournament players are encouraged to play as fast as they can, as is best set forth in Pascal’s Summary of the Invention.

Upon start of the tournament by the host terminal, **the player will play the tournament game over and over as fast as possible to accumulate as many points as possible during a particular pre-announced tournament period.** The host terminal will continuously monitor the terminals of all play participants, dynamically record play status, and control termination of the game period.

Col. 2. lines 15-20. (emphasis added) See also Col. 5, lines 7-9 (“For a ‘reel slot machine’ style game, players start and play as many spins as possible in order to maximize the number of points earned.”) As such, while a player may pay an “entry fee” (Col. 4, line 20) to enter Pascal’s tournament, that entry fee does not entitle the player to a “fixed number of plays.”

Finally, the stated motivation to combine Walker and Pascal was to add “features of block wagering systems.” Office Action, p. 3. The title of the present application is “Gaming Machines With Block Wagering.” The present specification also refers to “block wagering” as the concept of a single wager to purchase a series of plays of the wagering game. Accordingly, the stated motivation to combine Walker and Pascal was directly taken from the Applicant’s own specification, which suggests the use of hindsight in rejecting the pending claims of the present application.

III. Conclusion

It is the Applicants’ belief that all of the pending claims are in condition for allowance and action towards that end is respectfully requested.

If any matters may be resolved or clarified through a telephone interview, the Examiner is respectfully requested to contact the Applicants’ undersigned attorney at the number shown.

Respectfully submitted,



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